CORPORATIONS — DIRECTORS AND OTHER OFFICERS — DE FACTO DIRECTORS. — The *de facto* directors of a private corporation, in due form elected other directors to fill vacancies in their board. An action, in statutory form, was brought to oust all the directors from office. For the new directors it was argued that they had become *de jure* officers, because elected by officers acting in the due course of their assumed duties. *Held*, that the election of all the directors be set aside. *Matter of Ringler & Co.*, 204 N. Y. 30. See NOTES, p. 550.

CORPORATIONS — DIRECTORS AND OTHER OFFICERS — DIRECTORS' ADVERSE INTEREST IN CONTRACT WITH CORPORATION. — A director of a corporation, who was also the superintendent of its factory, contracted with it through its president to superintend its proposed branch factory. *Held*, that the corporation cannot avoid the contract. *Wainwright* v. *P. H. & F. M. Roots Co.*, 97 N. E. 8 (Ind.). See NOTES, p. 553.

CORPORATIONS — INSOLVENCY OF CORPORATION — VOLUNTARY PETITION IN BANKRUPTCY BY DIRECTORS. — By resolution of the board of directors without a vote of the stockholders, a corporation filed a voluntary petition in bankruptcy. *Held*, that the adjudication will not be set aside. *In re Kenwood Ice Co.*, 189 Fed. 525 (Dist. Ct., D. Minn.).

The Bankruptcy Act of 1867 permitted a voluntary petition by a corporation by a vote of the majority of stockholders present at a meeting called for the purpose. U. S. REV. STAT., 1878, § 5122. The present act permits a voluntary petition, but provides no form of corporate action. 36 U. S. STAT. AT LARGE, Sess. II. c. 412, § 3. Directors have power to commit acts of bankruptcy. Thus the weight of authority permits them to make a general assignment for the benefit of creditors. *Rogers* v. *Pell*, 154 N. Y. 518, 49 N. E. 75; *Birmingham Drug Co.* v. *Freeman*, 15 Tex. Civ. App. 451, 39 S. W. 626. But *cf. Abbot* v. *American Hard Rubber Co.*, 33 Barb. (N. Y.) 578. Directors may commit a preference. *Dana* v. *Bank of the United States*, 5 Watts & S. (Pa.) 223. And they may apply for a receiver. *Exploration Mercantile Co.* v. *Hardware & Steel Co.*, 177 Fed. 825. They may also make a written admission of the corporation's inability to pay debts and willingness to be adjudged a bankrupt. *In re Lisk Mfg. Co.*, 167 Fed. 411. *Contra, In re Bates Machine Co.*, 91 Fed. 625. Nor is this an ineffectual act of bankruptcy when the directors solicit a petition by creditors. *In re Moench & Sons Co.*, 123 Fed. 965. So the step taken by the principal case seems inevitable. *Contra, Donly* v. *Holmwood*, 4 Ont. App. 555. Objection on the ground that directors may thus effect a fundamental change should have been taken to the doctrine of general assignment. *Bank Commissioners* v. *Bank of Brest*, Har. (Mich.) 106. See *Beaston* v. *Farmers' Bank of Delaware*, 12 Pet. (U. S.) 102, 138. *Contra, Town* v. *President, etc. of Bank of River Raisin*, 2 Doug. (Mich.) 530. Moreover, it should be noted that the Act of 1867, requiring a vote of the stockholders, did not allow the corporation a discharge, whereas the present act does. *In re Marshall Paper Co.*, 102 Fed. 872.

DAMAGES — MEASURE OF DAMAGES — EFFECT OF NOTICE OF SPECIAL CIRCUMSTANCES AFTER DELIVERY OF GOODS TO CARRIER. — The defendant undertook to carry a printing press by rail to the residence of the plaintiff. Part of it was delivered, and the plaintiff thereupon gave notice of special damages he would suffer if the remainder was not promptly delivered. The plaintiff brought suit for the special damages alleged to have accrued from delay after the notice was given. *Held*, that such special damages cannot be recovered. *Hassler* v. *Gulf, C. & S. F. Ry. Co.*, 142 S. W. 629 (Tex., Ct. Civ. App.).

Unless notice of special circumstances be given to the carrier, damages for delay are limited to those which both parties may reasonably be supposed to